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DECISION



**THE COMPTROLLER GENERAL
OF THE UNITED STATES**
WASHINGTON, D.C. 20548

FILE: B-220820

DATE: December 18, 1985

MATTER OF: Sidings Unlimited

DIGEST:

1. When a bidder submits a bid offering either of two products, one of which will meet the specifications and the other of which will not, the government is not precluded from accepting that option which meets the solicitation's requirements.
2. A contractor was issued a change order so that 5-inch vinyl siding was to be used as opposed to 6-inch vinyl siding called for in the specifications. We do not view this change as being substantial so as to be beyond the scope of the contract.

Sidings Unlimited (Sidings) protests the award of a contract under request for quotations (RFO) 10-46-85, issued by the Forest Service, Department of Agriculture, for the installation of vinyl siding on three buildings at Hungry Horse Ranger District, Hungry Horse, Montana.

The protest is denied.

Sidings alleges that the Forest Service awarded the contract to Riverside Construction (Riverside) based on Riverside's bid of 5-inch siding instead of 6-inch siding which was required in the specifications. Sidings states that 5-inch siding is cheaper than 6-inch and, had Sidings known that this requirement in the solicitation was going to be changed, Sidings material cost would have been \$600 less and its bid, accordingly, would have been lowered by that amount. Finally, Sidings states that it does not understand why the government's cost has not been reduced now that a change order has been issued to Riverside to install 5-inch rather than the 6-inch siding the specifications originally called for.

The Forest Service reports the following two quotes were received:

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<u>Quoter</u>	<u>Quote</u>	<u>Terms</u>	<u>Net</u>
Riverside	\$9,447	Less 5% for payment within 30 days	\$8,974.65
Sidings	9,998	none	9,998.
Difference	\$ 551		\$1,023.35

We note that the Forest Service could not consider the prompt-payment discount when it evaluated the bids. Tri-State Laundry Services, Inc. d/b/a Holzberg's Launderers and Cleaners--Request for Reconsideration, B-218042.2, Mar. 11, 1985, 85-1 C.P.D. ¶ 295.

Riverside's proposal offered the Forest Service its choice of 4-, 5-, 6- or 8-inch siding for the same price. The contracting officer states that she awarded the contract on September 30, 1985, to Riverside on the basis of 6-inch siding specified in the RFQ.

Subsequently, on October 1, a change in width of the siding was discussed at the prework conference. The government decided that the 5-inch siding would be stronger and less flexible and provide sturdier "J" channels for windows and doors than the 6-inch siding. Riverside proposed a no-cost change order so that 5-inch rather than 6-inch siding be used and the contracting officer approved the change.

The Forest Service contends that the change in the siding width was made for the government's convenience and that this change was within the scope of the contract and, therefore, was allowable. Moreover, the Forest Service states that in regard to Sidings' contention that the change to 5-inch siding should have resulted in a lower cost to the government, Riverside's supplier of siding confirmed that there was no difference in price between 5-inch or 6-inch siding.

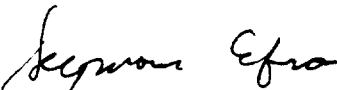
The protest initially raises the issue of whether Riverside's bid was responsive because it offered nonresponsive alternate items. Where a solicitation does not provide for alternative bidding but a bidder nevertheless submits a bid offering either of two products, one of which will meet the specifications and the other of which will not, the government is not precluded from accepting that option which will meet the solicitation's requirements. P&N Construction Company, Inc., 56 Comp. Gen. 328, 333 (1977), 77-1 C.P.D.

¶ 88. Riverside's inclusion of offers of alternate siding sizes which are nonresponsive under the solicitation did not preclude the Forest Service from accepting its responsive offer for 6-inch siding. Northwest Forest Workers Association, B-213180, May 2, 1984, 84-1 C.P.D. ¶ 496.

With respect to Sidings' concern about the change order, as a general rule our Office will not consider protests against contract modifications, since these involve contract administration--a responsibility of the procuring agency. Symbolic Displays, Inc., B-182847, May 6, 1975, 75-1 C.P.D. ¶ 278. We, however, will review an allegation that a modification exceeds the scope of an existing contract and, therefore, should be the subject of a new procurement. American Air Filter Co.--Reconsideration, 57 Comp. Gen. 567 (1978), 78-1 C.P.D. ¶ 493; Aero-Dri Corp., B-192274, Oct. 26, 1978, 78-2 C.P.D. ¶ 304. In determining whether a modification is beyond the scope of the contract, our Office looks to whether the original purpose or nature of a particular contract has been changed so substantially that the contract for which the competition was held and the contract to be performed are essentially different. E.J. Murray Co., Inc., B-212107, Dec. 18, 1984, 84-2 C.P.D. ¶ 680.

The change here is minor, does not affect the cost of the contract and, thus, is not beyond the scope of the contract. Although Sidings alleges that 5-inch siding is cheaper than 6-inch siding, the price offered by Riverside for 5- and 6-inch siding was the same. Evidently, the size of the siding did not affect Riverside's costs since Riverside also offered 8-inch siding, which, by Sidings' argument, would have been more expensive. Accordingly, we find no prejudice to Sidings because of the change order.

The protest is denied.

for 
Harry R. Van Cleve
General Counsel